



**Rutland Redevelopment Authority
Downtown Development Corporation**

Agreement for Services

This Agreement is entered into by and between Rutland Redevelopment Authority, a municipal authority, hereinafter called "RRA" and Downtown Development Corporation, a non-profit corporation doing business as Downtown Rutland Partnership, hereinafter called "Partnership".

WHEREAS, RRA has established a Special Benefit District (SBD) to fund marketing and management projects in downtown Rutland; and

WHEREAS, the Partnership has developed a marketing, management, and maintenance program for the District and has gained approval of the program through a vote of the Partnership Board of Directors.

THEREFORE, RRA and the Partnership agree to the following:

- 1) Definition of Services. The Partnership will provide marketing, management, and maintenance services to the Special Benefit District in accordance with the program approved by the Partnership Board of Directors as part of the Work Plan & Budget for fiscal year **July 1, 2024 through June 30, 2025**. This program includes activities in the following Budget Categories: Business Development, Streetscape, and Marketing and Events. The Program Plan and Budget are attached to this Agreement as Exhibit A.
- 2) Area to be Served. All services covered by this Agreement will be delivered within the boundaries of the Special Benefit district. The map of the district is attached to this Agreement as Exhibit B. The Partnership will make every reasonable effort to deliver services equally and equitably throughout the entire District.
- 3) Standards of Services. The Partnership shall deliver the services as defined in the Program Plan in a highly proficient, effective and efficient manner. If a majority of the RRA Board of Commissioners determines that the Partnership has failed to do so, or has defaulted on any term, condition or representation contained in the Program Plan, the RRA shall notify the Partnership of said default, and Partnership shall remedy the same within a reasonable period of time, but in no event later than thirty (30) days after said notice by the RRA. In the event the default is not timely cured to the satisfaction of the RRA, the RRA shall have the right but not the obligation, to take any of the following steps: (i) take any and all actions the RRA deems necessary to cure

the Partnership's default including, without limitation, retaining a third party to perform the service at issue; (ii) grant the Partnership additional periods of time to cure the default; and/or (iii) terminate this agreement. In the event that the RRA elects to cure the Partnership's default, the RRA shall pay for the costs and expenses associated with such efforts with the funds remaining amounts payable to the Partnership under Section 4 hereof, the RRA may offset such remainder against future Partnership annual budgets and/or may take such other legal actions that the RRA deems necessary and appropriate. In the event that the RRA elects to grant the Partnership additional time to cure, the RRA in its discretion may withhold any further payment to the Partnership until such time as the default is cured. In the event that the RRA elects to terminate this agreement, said termination shall be construed as "for cause" under Section 13(a) and the RRA shall be entitled to all rights and remedies as provided therein.

4) Expenses and Payment. RRA will compensate the Partnership based on the 12-month budget figure of **\$252,000**. The RRA will authorize payments made by monthly requisition by the Partnership and presented to RRA by the 15th of each month for payment no later than the 30th of the same month in the amount of \$21,000.

5) Budget Modification. Funds transferred between Budget Categories described in Section 1 above by the Partnership must be approved by RRA prior to the transfer of said funds. No approval by RRA is necessary for transfer of funds by the Partnership within Budget Categories. The Partnership shall expend all funds under this contract solely to the benefit of the Special Benefit District.

6) Administrator of Agreement. The Executive Director of the RRA shall administer this Agreement on behalf of RRA. The President of the Partnership Board of Directors shall administer this Agreement on behalf of the Partnership.

7) Monitoring of Performance. The Partnership will provide monthly copies of the Partnership Board Meeting minutes to the RRA Executive Director within seven days of their approval and RRA Commissioners are encouraged to attend monthly Partnership board meetings.

The Partnership will make three quarterly presentations and will submit written reports to the RRA Board of Commissioners at the RRA's regularly scheduled meetings October 22, 2024, January 28, 2025 and April 23, 2025, or as otherwise reasonably directed by the RRA. The quarterly reports will include updates related to revenues and expenditure by budget category, and also will include a current profit & loss statement and balance sheet for the Partnership. The report on April 23, 2025 will address any anticipated annual surplus or deficit and its anticipated impact on the following fiscal year's budget and work plan. Additionally, the January quarterly report will include copies of the Annual Reinvestment Statistics required by the Downtown Board. Partnership staff will attend RRA Board of Commissioners' meetings, as requested, to report directly on Partnership activity and answer questions.

It is the intention of the parties that the Partnership will cause an audit to be conducted every other year, for so long as the contract is renewed, with an audit to take place for fiscal year 2024,

fiscal year 2026, and so on until or unless this agreement is not renewed or is terminated as provided herein. In each case the audit shall be completed by December 31 of the same calendar year and the Partnership shall make a copy of the auditor's report available to the RRA no later than one (1) week after completion.

The Partnership will agree to follow its current by-laws, specifically the criteria of Article IV Section 8 – Fiscal Management; requiring that a budget shall be sent with the notice of the budget meeting to members for their review and comment at the annual budget meeting held in June. This meeting warning will provide reasonable time to allow members to review and attend to provide comment.

8) Records. The Partnership shall maintain full records of all financial activity, which records will be made available upon request to RRA. The Partnership shall be responsible for all required payroll withholding and tax filings. The Partnership will make monthly written budget reports available to the Executive Director of RRA, and will make appropriate financial records available as needed for RRA review.

9) Compliance with Law. The Partnership will comply with all applicable provisions of Federal, State, and Local law in its performance under this Agreement. The Partnership shall include a similar provision in each of its subcontracts.

10) Indemnification.

(a) The Partnership shall at its own cost and expense, defend, indemnify, and hold harmless RRA, its officers, agents and employees, from and against claims as may be alleged or asserted by any party against RRA arising out of or resulting from any error, omission, negligence or fault by RRA in performance of this Agreement.

(b) Except as otherwise provided herein, the RRA shall at its own cost and expense, defend, indemnify, and hold harmless the Partnership, its officers, agents and employees, from and against claims as may be alleged or asserted by any party against the Partnership arising out of or resulting from any error, omission, negligence or fault of RRA or anyone else directly or indirectly employed by RRA in performance of this Agreement.

(c) Such obligation shall not be construed to negate or abridge any other obligation or indemnification provision and shall not be limited by any provision for insurance contained in this Agreement.

11) Insurance. The Partnership shall procure and maintain general liability and property damage with limits of \$1,000,000 (one million dollars). RRA and the City of Rutland shall be named as additional insured parties. The Partnership shall procure and maintain Directors and Officers insurance with a limit of at least \$1,000,000 (one million dollars).

12) Term. Unless otherwise terminated pursuant to Sections 3 & 13, this agreement shall be in effect from July 1, 2024 through June 30, 2025.

13) Termination.

(a) **Termination by RRA.** RRA may terminate this Agreement for cause or convenience at any time upon notice in writing to the Partnership as provided in this section. If terminated for convenience, the Partnership shall be entitled to thirty (30) days' prior notice. If terminated for cause, the termination shall be effective immediately upon the Partnership's receipt of notice. In any event of termination, the RRA shall retain all of its legal and equitable rights and remedies, and shall have no further obligation to the Partnership, except that the Partnership shall be entitled to payment for past services satisfactorily performed, net of any damages to the RRA caused by the Partnership and any costs or expenses incurred by the RRA to cure a Partnership default, and may withhold payment for the purpose of partial off-set against such damages and costs until such time as the exact amount due RRA is determined.

(b) **Termination by Partnership.** The Partnership may terminate this Agreement for cause or convenience at any time upon notice in writing to the RRA as provided in this section. If terminated for convenience, the RRA shall be entitled to thirty (30) days' prior notice. If terminated for cause, the termination shall be effective immediately upon the RRA's receipt of notice. In any event of termination, the Partnership shall retain all of its legal and equitable rights and remedies, and shall have no further obligation to the RRA, except that the RRA shall be entitled to payment for past services satisfactorily performed, net of any damages to the Partnership caused by the RRA and any costs or expenses incurred by the Partnership to cure a RRA default, and may withhold payment for the purpose of partial off-set against such damages and costs until such time as the exact amount due the Partnership is determined.

14) Subcontracts. The Partnership may subcontract with third parties for the provision of part of the services under this Agreement. The Partnership shall provide RRA with copies of any third- party contracts and with any insurance certificates required under this Agreement. Any such subcontract shall be in compliance with all state, federal, and local regulations. Any subcontractor shall be held to the same standards as the Partnership as set forth in Section 3. Notwithstanding any subcontract, the Partnership shall remain primarily responsible for any work performed by subcontractor and shall be jointly and severally liable with said subcontractor for any damages resulting therefrom.

15) 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.

16) Amendments. No amendments, modifications, or other changes in this Agreement shall be valid or effective without written agreement of RRA and the Partnership.

17) Independent Contractor. It is expressly understood and agreed that the Partnership's status under this Agreement is that of an independent contractor and neither it nor any of its officers, employees, or agents shall be or represent themselves to be officers, employees, or agents of RRA.

18) Notices. Notices shall be deemed sufficient if sent by Certified Mail hand-delivered as follows:

To RRA: Edward J. Clark, Chairman
Rutland Redevelopment Authority
1 Strong's Avenue
Rutland, Vermont 05701
cc: Edward Bove, Executive Director

To Partnership: Casey McNeil, President
Downtown Rutland Partnership
28 Center Street
Rutland, Vermont 05701
cc: Hali Issente, Executive Director

19) Extent of Agreement. This Agreement represents the entire agreement between RRA and the Partnership. This Agreement may not be modified except by written accord of both parties.

IN WITNESS hereof, the parties have executed this Agreement on the 1ST day of July, 2024.

RUTLAND REDEVELOPMENT AUTHORITY

By Edward J. Clark Witness Brittany Bradley
Edward J. Clark, Chairman

DOWNTOWN RUTLAND PARTNERSHIP

By Casey McNeil Witness Hali Issente
Casey McNeil, President

