



June 16, 2022

Jennifer Murray
Director of Planning & Zoning
Town of Middlebury
77 Main Street
Middlebury, Vermont 05753

RE: Agreement for Comprehensive Climate Action Planning Services

Dear Jennifer:

paleBLUEdot LLC (“Vendor”) is very pleased to be working with the Town of Middlebury (“Owner”) and Middlebury College on this exciting Comprehensive Climate Action Plan effort for the Town of Middlebury. The terms and conditions for this effort are outlined below. At your convenience, please return a signed copy of this agreement to paleBLUEdot as notification to proceed.

1: VENDOR’S RESPONSIBILITIES

A: The Vendor shall provide the professional services as set forth in this Agreement.

B: Except with the Owner’s knowledge and consent, the Vendor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Vendor’s professional judgment with respect to this Project.

C: The Vendor shall maintain the following insurance for the duration of this Agreement:

1. Professional Liability Insurance - \$1,000,000 each occurrence/aggregate
2. General Liability Insurance - \$1,000,000 each occurrence/aggregate

D: Additional insurance coverage may be made available if desired by the Owner as a reimbursable expense beyond the compensation outlined in this agreement.

S/WBE Certified Business

address
2515 White Bear Ave, A8
Suite 177
Maplewood, MN 55109

phone
612.669.7056

website
www.paleBLUEdot.llc

2: SCOPE OF VENDOR’S BASIC SERVICES

The Owner retains Vendor to assist in creating a Comprehensive Climate Action Plan (“Plan”) for the region. The Plan is preliminarily anticipated to include the Town of Middlebury municipal operations, Middlebury College operations, and the community of Middlebury. This scope of work is organized into two phases.

Phase I – Collaborative Process Plan

Phase I will assist the Town and College in developing capacity to jointly



implement climate and energy action items. Phase I will focus on identification of goals, needs, and potential collaboration approaches for the Town and College in executing Phase II full Comprehensive Climate Action Planning. Phase I consists of three tasks:

Task 1: Issues to resolve / approach in initial effort:

- Relevant background on “how did we get to this point?”
- Initial questions / concerns
- Any potential road-blocks / concerns we can see (related to this initial effort, a potential full planning effort, & implementation)
- Who should be involved in this initial effort?
- Any process needs associated with this initial effort?

Task 2: Organizational requirements for approval to proceed with full planning effort

- What is the required process to approve engaging in a full planning process?
- What questions / concerns are likely to need resolution to achieve approval to proceed with a full planning process?
- What timing / schedule considerations are there for achieving approval to proceed with a full planning process?

Task 3: “Deliverables” of this initial effort:

- Goals: Town, College
- Common goals
- Community engagement outline plan (for each entity, and jointly)
- Establish an outline of a planning process and scope of work to complete Phase II full Comprehensive Climate Action Plan (for each entity, and/or jointly)
- Establish a Preliminary Budget and schedule for II full Comprehensive Climate Action Plan.

Phase II – Comprehensive Climate Action Plan

Phase II will assist the Town and College in developing a full Comprehensive Climate Action Plan for the Town of Middlebury, or collaboratively for the Town of Middlebury and Middlebury College as determined by the completion of Phase I. The full scope of basic services for Phase II will be established in the Phase I deliverable.

3: ADDITIONAL SERVICES

A: Services in addition to those described in the Vendor’s Scope of Basic Services as desired by the Owner may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Vendor, any Additional Services provided in accordance with this Section shall entitle the Vendor to additional compensation.

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B: Additional services or changes in scope in services for project may be made only through written agreement of both parties.

4: COMPENSATION

A: The Owner shall pay the Vendor and the Vendor shall accept as payment for the Basic Services outlined in Exhibit A a lump sum (the "fee"). as follows:

Phase I: Three Thousand (\$3,000) Dollars inclusive of reimbursable expenses.

Phase II: To Be Established in Phase I Task 3.

5: PAYMENTS TO VENDOR

A: Payments to the Vendor shall be invoiced and made as follows:

Phase I: Payment for Phase I services shall be made in full at project initiation.

Phase II: Payments for Phase II services shall be made monthly in proportion to reported work effort and percentage complete for services. Payments are due and payable by Owner within thirty (30) days of receiving an invoice from Vendor.

6: INDEMNIFICATION

A: The Vendor shall defend, indemnify, and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent the claims arise from any work performed by Vendor as required under this Agreement. To the extent any claims are made against Owner unrelated to this Agreement and/or Vendor's conduct or work performed under this Agreement, Owner agrees to defend and indemnify Vendor against the same.

7: ERRORS & OMISSIONS BY VENDOR

A: In the event that the work product prepared by the Vendor is found, within 1 year of completion, to be in error and revision or reworking the work product is necessary, the Vendor agrees that it shall do such revisions without additional expense to the Owner, even though final payment may have been received.

8 MUTUAL LIMITATION OF LIABILITY

A: The parties hereby agree that either party's total liability to the other for any and all injuries, claims, losses, costs, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement, from any cause or

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causes including, but not limited to, negligence and/or breach of contract, shall not exceed the total compensation received by paleBLUEdot LLC under this Agreement.

9: ASSIGNMENT

A: This Agreement may not be assigned without the written consent of the Owner.

10: ARBITRATION

A: Should disputes arise between the Vendor and the Owner about this Contract or any related matter, the parties agree to arbitrate any such controversy, pursuant to the Vermont Arbitration Act, 12 V.S.A. § 5651 et seq.

11: TERMINATION OF CONTRACT

A: Termination by Either Party. This Agreement may be terminated by either party upon not less than Fourteen (14) days written notice should the other breach this Agreement.

B: Failure to Make Payments. Owner's failure to make payments to Vendor in accordance with this Agreement shall constitute a breach of this Agreement and cause for termination or suspension of service.

C: Compensation upon Termination. In the event of termination, Vendor shall be compensated for services performed prior to the date of termination together with Reimbursable Expenses then due.

12: PROFESSIONAL CREDITS

A: Vendor shall have the right to include representations of the Project, including but not limited to photographs, process documents, and final documents among Vendor's professional materials, including, but not limited to, promotional materials, professional publications, and grant/competition/award submissions. Owner shall provide professional credit to Vendor in Owner's promotional materials for the Project.

13: MISCELLANEOUS PROVISIONS

A: Confidential and Proprietary Information. If the Vendor or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its Vendors and Vendors whose contracts include similar restrictions on the use of confidential information.

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B: Entire Agreement. This Agreement and its Exhibits, represents the entire and integrated agreement between the Owner and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Vendor.

C: Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed and the Agreement enforced to the extent possible or modified in such ways to make it enforceable, and the invalidity, illegality or unenforceability thereof shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement.

D: Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. An executed facsimile or electronic copy of this Agreement or any signature page shall be deemed to be an original fully enforceable agreement.

By paleBLUEdot LLC
Ted Redmond

By 
(Signature)

Principal 6/16/2022
(Title) (Date)

By Owner

(Printed Name of Signatory)

By _____
(Signature)

(Title) (Date)

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